

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Cerimile Giovanni a/k/a Giovanni Cerimile <u>Debtor</u>	CHAPTER 13
PNC Bank, National Association <u>Movant</u>	
vs.	NO. 17-16196 MDC
Cerimile Giovanni a/k/a Giovanni Cerimile <u>Debtor</u>	
William C. Miller, Esq. <u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$3,982.54**, which breaks down as follows;

Post-Petition Payments:	December 1, 2017 at \$1,132.00/month
	January 1, 2018 to February 1, 2018 at \$1,168.37/month
Suspense Balance:	\$517.20
Fees & Costs Relating to Motion:	\$1,031.00
<b>Total Post-Petition Arrears</b>	<b>\$3,982.54</b>

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on March 1, 2018 and continuing through August 1, 2018 until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$1,168.37** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$663.76** from March 2018 to July 2018 and **\$663.74** on August 2018 towards the arrearages on or before the last day of each month at the address below;

PNC Bank, National Association  
Attn: Bankruptcy  
3232 Newmark Drive  
Miamisburg, OH 45342

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

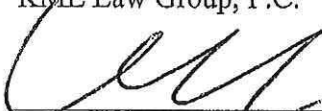
8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.


Date: February 16, 2018

By: /s/ Kevin G. McDonald, Esquire  
Kevin G. McDonald, Esquire  
Attorney for Movant  
KML Law Group, P.C.

Date: 2/19/18

  
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Gary E. Thompson, Esquire  
Attorney for Debtor

Date: 3/9/18

  
\_\_\_\_\_  
William C. Miller  
Chapter 13 Trustee

No objection

**\*without prejudice to any  
trustee rights or remedies**

Approved by the Court this 12th day of March, 2018. However, the court retains discretion regarding entry of any further order.

A handwritten signature in cursive script, reading "Magdalene D. Cohen", followed by a horizontal line.

Bankruptcy Judge  
Jean K. Fitzsimon

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION  
3232 Newmark Drive  
Miamisburg, OH 45342